AGREEMENT

between

THE PROVINCE OF MANITOBA

and

THE LEGAL AID SERVICES SOCIETY OF MANITOBA

- and -

THE LEGAL AID LAWYERS' ASSOCIATION

1984 - 1987

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THIS AGREEMENT made this TWENTIETH day of DECEMBER A.D., 1985.

BETWEEN:

HER MAJESTY THE QUEEN in Right of the Province of Manitoba, represented herein by the Minister Responsible for the Civil Service (hereinafter referred to as the Employer or the Government), the Legal Aid Services Society of Manitoba (hereinafter referred to as the Employing Authority or the Society),

OF THE FIRST PART

- and -

THE LEGAL AID LAWYERS' ASSOCIATION, (hereinafter referred to as the Association),

OF THE SECOND PART

ARTICLE 1 - INTERPRETATION

01 In this Agreement, unless the context otherwise requires, the expression:

(a) "agreement means this Agreement which may be referred to as The Legal Aid Lawyers' Association Agreement;

(b) "board" means the Board of Directors of the Society constituted under Section 4 of The Legal Aid Services Society of Manitoba Act;

(c) "Commission" means the Civil Service Commission, constituted under the Civil Service Act or any person designated from the staff of the Civil Service Commission to act on its behalf;

(d) "department" means the Department of the Attorney-General;

(e) "employee" means a person appointed in virtue of and under authority of Section 17 of The Civil Service Act and employed in a position within the bargaining unit;

(f) "employing authority" means

(i) the Minister presiding over the department; or
(ii) the Chairman of the Legal Aid Services Society; or
(iii) any person designated by the Minister to act as employing authority in respect of the Legal Aid Services Society on behalf of the Minister and of whom the Association has been given written notice.

(g) "position" means a position of employment with the Society, the person employed for which is a member of the bargaining unit;

(h) "regulation" means a regulation under the Civil Service Act;

(i) "Senior Management Committee" means a committee appointed by the Board of Directors of the Legal Aid Services Society and which currently is comprised of the Executive Director, Deputy Director of Community Law Centres. The committee may be revised by the Board of Directors as required.

(j) "Society" means the Legal Aid Services Society of Manitoba.

02 In addition to the terms defined in subsection 01 above, and unless the context otherwise requires, terms used in this Agreement shall have the same meaning as provided in the Civil Service Act and Regulations.

ARTICLE 2 - DURATION OF AGREEMENT

01 This Agreement shall become effective from and including the twenty-ninth day of September, 1984, and shall continue in effect up to and including the twenty-fifth day of September, 1987, and thereafter until a new Agreement has been consummated, provided, however, that notice for revision or termination of this Agreement may be submitted by the Government or the Association to the other party by the first day of July, 1987, and in the case of termination given as aforesaid, this Agreement shall terminate on the twenty-fifth day of September, 1987. If notice for revision or termination of this Agreement is not made by July, 1987, this Agreement will continue in full force and effect for a further twelve months.

02 If notice is given for revision of this Agrement as aforesaid, the Association and Government agree that they shall deliver each to the other by July 31, 1987 their respective proposals for the revision of the Agreement and that such proposals for any alterations or amendments to the Agreement shall be in writing.

03 Upon notice being given by any of the parties hereto under the above clause, each party agrees to commence negotiations within twenty working days from the date the proposals are exchanged.

ARTICLE 3 - APPLICATION OF AGREEMENT

01 The terms of this Agreement shall apply to persons employed in positions with the Legal Aid Services Society of Manitoba who are within the bargaining unit of the Legal Aid Lawyers' Association and are appointed in virtue of and under Section 17 of The Civil Service Act with the exception of:

(a) those persons appointed to and forming part of the Senior Management Committee of the Society; and

(b) the Area Director for the City of Winnipeg in the Province of Manitoba and the Associate Area Directors for the City of Winnipeg in the Province of Manitoba.

ARTICLE 4 - MANAGEMENT RIGHTS

01 All the functions, rights, personnel pay practices, powers and authority which the Government has not specifically abridged, delegated or modified by this Agreement are recognized by the Association as being retained by the Government.

ARTICLE 5 - PAY

01 The Pay Plan for Legal Aid Attorneys shall be attached as Appendix "A" and shall form part of this Agreement.

02 Adjustments in pay resulting from the negotiation of this Agreement shall be effective from the bi-weekly pay dates as set out in Appendix "A".

03 Retroactive salary adjustments shall only apply to:

(a) employees who are on staff as of the date of the signing of the Agreement;

(b) employees who have voluntarily terminated their services between September 29, 1985 and the date the Agreement is signed, but who apply in writing to the Society within sixty (60) days of the signing of the Agreement.

ARTICLE 6 - PERFORMANCE EVALUATION

01 Advancement within a salary range assigned to a classification under this Agreement shall be determined on the basis of satisfactory performance following an evaluation and appraisal of work performed.

02 The Senior Management Committee shall be responsible for the appraisal and evaluation of each attorney's performance and for decisions regarding salary adjustments and/or promotions. The composition of the Committee shall be determined by the Society but shall normally be deemed to include the Executive Director of the Society and the Deputy Director of Law Centres for the Society. The Committee shall meet to assess each employee's performance at least once per year, on or before the employee's anniversary date.

ARTICLE 7 - RESIGNATION AND TERMINATION

01 The employee shall give written notice of resignation at least six (6) weeks before the date of resignation and shall specify the last date upon which he will perform his regular duties.

02 The effective date of a resignation shall be the last day upon which an employee is present at work and performs his regular duties except where an employee is absent by reason of legitimate illness.

03 No employee shall be terminated without just cause.

04 Subject to Section 05, the employing authority shall give a written notice of termination to each employee who has been terminated at least six (6) weeks before the date upon which the termination is to become effective; but the Commission may authorize the employing authority, in lieu of the notice of termination required by this Section, to pay the employee an amount equal to the amount of wages or salary that he would have earned if he had been given the full notice of termination.

05 Section 04 does not apply to an employee who is dismissed for disciplinary reasons.

ARTICLE 8 - CONDUCT OF EMPLOYEES

01 The employing authority and Directors of the Society shall be responsible for the conduct of employees of the Society.

02 Each employee shall observe standards of behaviour consistent with his functions and role as a public servant and as a member of the Law Society of Manitoba and in compliance with the terms of this Agreement and the employee shall observe his oath of office and oath of allegiance where he has taken an oath of allegiance.

03 Where an employee is absent without leave for a period of two weeks, he shall be considered to have abandoned his position and shall be deemed to have been terminated on the last day on which he was present at work and performed his regular duties.

ARTICLE 9 - DISCIPLINARY ACTION

01 Where a person having supervisory authority over another employee believes that disciplinary action of the other employee is necessary, he may recommend to the employing authority such disciplinary measures including suspension or termination for just cause as are deemed advisable under the circumstances.

02 Where a recommendation for disciplinary action has been made to the employing authority, the employing authority may:

(a) implement the recommended disciplinary action;

b) vary the recommended disciplinary action;

(c) where it is determined that no disciplinary action should be taken, advise the supervisory authority and employee of that decision.

03 Where an employee is suspended by the Manitoba Law Society and as a result is incapable of performing his regular responsibilities with the Legal Aid Services Society during the period of suspension, subject to Section 04, the Society shall not be required to maintain the employee's salary during the period of suspension.

04 Where a suspension by the Manitoba Law Society as referred to in Section 03 has been effected and provided that no further or similar disciplinary action has been taken by the employing authority, an employee so suspended shall have the option of taking his earned vacation credits during the period of suspension.

ARTICLE 10 - GRIEVANCE PROCEDURE

01 An employee may

(a) complain or grieve about any alleged unjust treatment, or discimination, or alleged unfair working conditions through Steps 1 and 2 inclusive of the grievance procedure; and

(b) grieve through Steps 1 to 3 inclusive on:

(i) the application, or interpretation, or alleged violation of the articles of this collective agreement; or

(ii) any matter involving salary administration; or

(iii) any action resulting in dismissal, suspension, demotion or a financial penalty.

02 It is mutually agreed that every effort shall be made to resolve complaints through discussion with the employee's immediate supervisor before a formal written grievance is initiated. Where the matter cannot be resolved as a result of the meeting with the immediate supervisor, the aggrieved employee may proceed to the first step of the grievance procedure.

Step 1: Within fifteen (15) working days from the time of the alleged grievance or the date of the discusson with the immediate supervisor (whichever is the later), the employee, Association representative, or both shall present the grievance in writing to the Executive Director and he shall arrange a meeting to discuss the matter with a view to resolving the issue. The Executive Director shall forward a decision on the grievance to the employee within fifteen (15) working days of the receipt of the grievance at his office.

Step 2: (a) For any grievance which is arbitrable as set forth in Section 01(b), if no settlement is reached at Step 1, the employee, Association representative or both shall, within five (5) working days, submit the grievance in writing to the Chairman of the Board who shall issue his decision in writing to the employee within fifteen (15) working days following the receipt of the grievance.

(b) On any grievance which is non-arbitrable as set forth in Section 01(a), the employee may, within five (5) working days after the decision at Step 1, submit the grievance to the Board who may delegate at its option its function to the Personnel Committee. The Board or its designee shall hold a hearing on the grievance with representation being heard from both parties and the decision thereon shall be final and binding.

Step 3: On any and all matters which are arbitrable as set forth in Section 01(b), the employee, with the approval of the Association, shall, within five (5) working days after the decision from Step 2 of the grievance procedure, notify the employing authority in writing of his desire to submit the matter to arbitration.

03 The Arbitration Procedure shall be as set forth in Article 11, Sections 01 to 09 of this Agreement.

04 Any employee, after advising the Association, may abandon a grievance by giving written notice to the Executive Director or the employing authority.

05 The Association shall have the right to initiate a group grievance at Step 2 of the Grievance Procedure in respect to any matter that is grievable as set forth in Section 01.

06 Where an employee and/or the Association fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to have been abandoned and all rights of recourse to the grievance procedure for that particular grievance shall be at an end.

07 Subject to Section 08, should the employer fail to respond to a grievance within the prescribed time limits, the employee and/or Association may proceed with the grievance to the next step in the procedure.

08 The time limits as stated herein may be extended by mutual agreement of the employee or Association representative and the employing authority. An extension, if requested, shall not be unreasonably withheld.

09 All settlements arrived at shall be final and binding upon the employing authority and the Association and the employee or groups of employees concerned.

ARTICLE 11 - GRIEVANCE/ARBITRATION PROCEDURE

01 Where a difference arises between the parties hereto relating to the interpretation or application of this Agreement, including any question as to whether the matter is arbitrable or where an allegation is made that this Agreement has been violated, either of the parties may, within five (5) working days after exhausting the grievance procedure established by Article 9 of this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration, and the said notice shall contain the first party's appointee to the Arbitration Board.

02 (a) The party who receives a notice shall, within five (5) working days of receiving the notice, name an appointee to the Arbitration Board and notify the other party in writing of such appointee.

(b) If either party fails to appoint its member to the Board as provided above, or if the arbitrator so appointed shall fail to serve or be unable to serve, and another arbitrator is not appointed in his place within the time limits hereinbefore specified, then the other party to the arbitration proceedings may request the Chief Justice of the Province of Manitoba to select such arbitrator.

03 The two appointees shall, within ten (10) working days of the appointment of last of them, select a third member who shall be the Chairman. Should the two appointed arbitrators fail to agree upon a Chairman within the time limits herein provided, then the two arbitrators shall forthwith apply to the Chief Justice of the Province of Manitoba to select a Chairman.

04 The Arbitration Board shall then hear and determine the difference or allegations and shall issue a decision, which decision shall be final and binding upon the parties and upon any employee or employees affected by it, and every party bound by the Agreement and every person on whose behalf the Agreement was entered into shall comply with the provisions of the final settlement contained in the Agreement and shall fulfill all his other obligations under the Agreement.

05 The provisions contained in subsection (6) of Section 69 of The Labour Relations Act (R.S.M. 1972, c.75) shall be deemed to be included "mutatis mutandis" in this Agreement.

06 The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall be the decision of the Board.

07 The Board of Arbitration shall not have any power to add to, subtract from or modify or alter in any way the provisions of this Agreement.

08 Each of the parties hereto will bear the expenses of the arbitrator appointed by it or for it, and the parties will jointly bear the expense of the Chairman of the Arbitration Board. Proceedings of the Arbitration Board will be expedited by the parties thereto.

09 Where the parties agree in writing, a single arbitrator, mutually agreed to in writing, may be appointed and the single arbitrator shall constitute the Arbitration Board. The parties shall jointly bear the expense of the single arbitrator.

10 The Arbitration Board Hearings shall not be open to the public unless the parties mutually agree that such hearings shall be open to the public.

ARTICLE 12 - HOURS OF WORK

01 Hours of work shall be such as to satisfy the normal expectations of the position as determined by a reasonably assigned workload.

02 Where, under special circumstances, an employee is required to work excessive periods of time beyond the normal expectations or requirements of the position, the employing authority may approve reasonable time off with pay on the recommendation of the authorized supervisor.

ARTICLE 13 - VACATION LEAVE

01 For the purposes of this Agreement, a vacation year is the period beginning on the first day of April and ending on the thirty-first day of March next following.

02 Except as hereinafter set forth, the following annual vacation provisions will apply during the term of this collective Agreement:

(a) Employees who have completed less than two (2) years service, one and one-quarter (1 1/4) working days per complete month of service in each vacation year; to be taken in the vacation year following the year in which the vacation is earned.

(b) Commencing from the beginning of the vacation year in which two (2) years of service will be completed, one and two-thirds (1 2/3) working days per complete month of service in each vacation year, to be taken in the year in which three (3) years of service are completed and yearly thereafter.

c) Commencing from the beginning of the vacation year in which nine (9) years of service will be completed, two and one-twelfth (2 1/12) working days per complete month of service in each vacation year, to be taken in the year in which ten (10) years of service are completed and yearly thereafter.

d) Commencing from the beginning of the vacation year in which nineteen (19) years of service will be completed, two and one-half (2 1/2) working days per complete month of service in each vacation year, to be taken in the year in which twenty (20) years of service are completed and yearly thereafter.

03 An employee appointed on the first working day of the month shall accumulate vacation credits from that date. An employee appointed on any working day other than the first working day of the month shall accumulate vacation credits from the first of the month following the date of his employment.

04 When computing vacation leave

(a) any fraction of a day equal to or greater than one-half shall be computed as a half day; and

(b) any fraction of a day less than one-half shall be computed as nothing.

05 An employee with less than one vacation year's service is eligible for vacation with pay for a period calculated on the basis of one and one-quarter (1-1/4) working days for each full month of service prior to the thirty-first day of March following the date of employment, but such vacation shall be taken in the following vacation year, with the exception of the vacation advance referred to in Section 05(b).

(Example: Five months completed service prior to March 31st
5 x 1-1/4 = 6-1/4 or 6 working days of vacation.)

(a) With the exception of the conditions referred to in subsection (b), vacation leave may not be taken in advance of when it is earned.

(b) Vacation leave up to a maximum of five (5) days may be granted in advance to a new employee. Earnings in excess of five (5) days in that vacation year must be taken in the vacation year following, as per Section 05.

(c) If, as a result of Section 05(b), an employee has used more vacation leave than he has earned and his services are terminated for reason other than lay-off or death, the salary overpayment resulting from the use of unearned vacation shall be recovered by the employer.

(d) Vacation leave may be taken only with the consent of the employing authority.

(e) Except with the consent of the employing authority, vacation leave shall commence on a Monday.

(f) Subject to subsections (b) and (c), vacation leave shall be taken in the vacation year following the vacation year in which it is earned.

(g) With the approval of the Commission, the employing authority may authorize that vacation leave be carried forward to the next following year to supplement the vacation period of that year, but in no case will the vacation carry-over be allowed for more than one consecutive year nor will temporary assistance be supplied as a result of this absence.

06 (a) Where an employing authority finds it necessary to restrict the whole or part of the vacation leave of an employee, the employing authority, after submitting a statement setting out the reasons and the circumstances giving rise to the restriction may, subject to the approval of the Commission, authorize payment of salary in lieu of vacation, and in addition to all other amounts due such employee, the salary to be calculated in the case of an employee other than an employee paid on an hourly or daily basis in any bi-weekly period, at the daily rate for each day of vacation, such pay not to be subject to deduction of pension fund contributions or life insurance contributions.

(b) An employee whose vacation leave has been restricted may, in lieu of receiving additional pay under subsection (a), subject to subsections (d) and (h) of Section 05, elect to postpone his unexpended vacation leave until the next following year.

07 Where, for any reason other than death, an employee leaves the service after having been granted more vacation leave than he has earned in accordance with this Agreement, he shall repay to the Province all salary paid for such excess period of leave.

08 Where an employee, other than an employee referred to in Section 09, who has received no vacation leave and is entitled to vacation leave by reason of his service, dies or leaves the service, he or his estate shall be entitled to receive his accumulated pay at the rate of one and one-quarter (1-1/4) working days' pay for each month of service in addition to other amounts due such employee, and the amount of pay shall be calculated at the rate of one-tenth (1/10th) of the bi-weekly salary for each day's vacation pay which he is entitled to receive.

09 If an employee who has qualified under Sections 02(b) or 02(c) for additional vacation dies or leaves the service other than through termination for disciplinary reasons, he or his estate shall be entitled to receive his accumulated vacation leave and the calculation for computing the total vacation leave entitlement shall be made at the rate as set out in Section 02(b) or 02(c), whichever is applicable.

10 Where an employee is absent on leave without pay, one and one-quarter (1-1/4) working days shall be deducted from the vacation leave of an employee for each month or portion thereof greater than one-half (1/2) that the employee is absent.

ARTICLE 14 - SICK LEAVE

01 The Commission may grant sick leave with pay to an employee.

02 The sick leave to which an employee is entitled shall accumulate

(a) during the first four (4) years of his service, at the rate of one-half (1/2) working day per bi-weekly pay period; and

(b) after the first four (4) years of service, at the rate of one (1) working day per bi-weekly pay period.

03 The Commission may delegate the responsibility of granting sick leave to the employing authority.

04 Subject to Sections 05 and 06, sick leave shall not accumulate beyond two hundred and eight (208) working days.

05 The Commission, at the request of the employing authority, may grant, in addition to the sick leave accumulated under this Agreement

(a) to an employee who has been employed for not less than ten (10) years but less
than fifteen (15) years, and who has been granted not more than two hundred and eight (208) working days of sick leave with pay during his years of service, an additional period of sick leave with pay, which additional sick leave will increase his total sick leave for all his years of service to not more than two hundred and twelve (212) working days;

(b) to an employee who has been employed for not less than fifteen (15) years but less than twenty (20) years, and who has been granted not more than two hundred and twelve (212) working days of sick leave during his years of service, an additional period of sick leave with pay which additional sick leave will increase his total sick leave for all his years of service to not more than two hundred and forty (240) working days; and

(c) to an employee who has been employed for not less than twenty (20) years and who has been granted not more than two hundred and forty (240) working days of sick leave during his years of service, an additional period of sick leave with pay which additional sick leave will increase his total sick leave for all his years of service to not more than two hundred and eighty (280) working days.

06 With the approval of the Lieutenant Governor in Council, additional sick leave with pay may be granted over and above an employee's accumulated sick leave and additional sick leave granted under Section 05.

07 An employee who has been absent on sick leave with pay, upon returning to work, shall continue to accumulate sick leave up to a maximum of two hundred and eight (208) working days in accordance with Sections 02 and 03.

08 An employee appointed on the first working day of a bi-weekly pay period shall be eligible to accumulated sick leave credits from that date. An employee appointed on any date other than the first working day of a bi-weekly pay period shall be eligible to accumulate sick leave credits from the first full bi-weekly pay period following the date of his appointment.

ARTICLE 15 - MATERNITY LEAVE

01 An employee who qualifies for Maternity Leave may apply for such leave in accordance with either Plan A or Plan B but not both.

Plan A

02 In order to qualify for Plan A, a pregnant employee must:

a) have completed nine (9) continuous months of employment for or with the government.

b) submit to the employing authority an application in writing for leave under Plan A at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and

c) provide the employing authority with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated day of her delivery.

03 An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:

a) a period not exceeding twenty (20) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section :02(c), or

b) a period of twenty (20) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section :02(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;

c) The Commission may vary the length of maternity leave upon proper certification by the attending physician, and recommendation by the employing authority.

04 Sections 34(1.1) through 34(1.9) inclusive of The Employment Standards Act respecting maternity leave shall apply "mutatis mutandis".

05 a) An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Unemployment Insurance waiting period.

b) Should the employee not return to work following her maternity leave for a period of employment sufficient to allow for reaccumulation of the number of sick days granted under subsection (a), the employee shall compensate the employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

Plan B

06 Effective the latter of:

a) the bi-weekly pay period following the date of signing, or

b) the date a Supplementary Employment Benefit Plan (SUB) is approved for implementation by the Canada Employment and Immigration Commision (C.E.I.C.)

and limited to maternity leaves commencing on or after that date, the provisions of Plan B will come into effect.

07 In order to qualify for Plan B a pregnant employee must:

a) have completed nine (9) continuous months of employment for or with the government;

b) submit to the employing authority an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;

c) provide the employing authority with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;

d) provide the employing authority with proof that she has applied for unemployment insurance benefits and that the C.E.I.C. has agreed that the employee has qualified for and is entitled to such Unemployment Insurance benefits pursuant to Section 30, Unemployment Insurance Act, 1971.

08 An applicant for Maternity Leave under Plan B must sign an agreement with the employing authority providing that;

a) she will return to work and remain in the employ of the government on a full time basis for at least six (6) months following her return to work, and

b) she will return to work on the date of the expiry of her maternity leave unless this date is modified by the employing authority, and

c) should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the government for the full amount of pay received from the government as a maternity allowance during her entire period of maternity leave.

09 An employee who qualifies is entitled to a maternity leave consisting of:

a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section :07(c), or

b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section :07(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.

c) The Commission may vary the length of maternity leave upon proper certification by the attending physician, and recommendation by the employing authority.

10 During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance in accordance with the SUB Plan as follows:

a) for the first two (2) weeks an employee shall receive 93% of her weekly rate of pay;

b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the U.I. benefits the employee is eligible to receive and 93% of her weekly rate of pay.

c) all other time as may be provided under Section :09 shall be on a leave without pay basis.

11 Plan B does not apply to term or part-time employees or employees subject to lay-off.

12 During the period of Maternity Leave, benefits will not accrue. However, the period of Maternity Leave will count as service towards eligibility for Long Service Vacation and Long Service Sick Leave Entitlement. The application of this Section is limited to maternity leaves commencing on or after September 29, 1984.

ARTICLE 16 - PATERNITY LEAVE

01 A male employee may be granted up to a maximum of one (1) day's leave with pay, to attend to needs directly related to the birth or adoption of his child. Such leave may be granted on the day of, or the day following the birth or adoption of his child, or the day of his wife's admission to, or discharge from hospital.

ARTICLE 17 - ADOPTIVE PARENT LEAVE

01 Upon written request to the employing authority, an employee who has adopted a child, may be granted leave without pay up to a maximum of seventeen (17) weeks, to commence immediately following the date of the placement. The employee may be required to furnish proof of adoption.

ARTICLE 18 - COMPASSIONATE LEAVE

01 An employee shall be granted compassionate leave for a period of up to three (3) days including scheduled days off without loss of salary in the event of the death of a member of an employee's immediate family. For purposes of granting compassionate leave, immediate family is defined as father, mother, brother, sister, spouse, child or ward of employee, or relative permanently residing in the employee's household or with whom the employee permanently resides.

02 An employee shall be granted special leave up to a maximum of one (1) day without loss of salary, in the event of the death of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, or father-in-law.

03 Additional compassionate leave or special leave up to a maximum of two (2) days without loss of salary, requested for the purpose of attending a funeral at a distance may be granted at the discretion of the Commission.

04 For other purposes, such as dangerous illness in the immediate family, up to a maximum of five (5) days in any one fiscal year shall be granted at the discretion of the Commission upon the advice of the employing authority, such leave to be charged against the employee's sick leave.

ARTICLE 19 - HOLIDAYS

01 The following holidays shall be observed in this Agreement:

(a) New Year's Day
(b) Good Friday
(c) Easter Monday
(d) Victoria Day
(e) Dominion Day
(f) Civic Holiday
(g) Labour Day
(h) Thanksgiving Day
(i) Remembrance Day
(j) Christmas Day
(k) Boxing Day
(l) Any other holiday proclaimed by the Federal Government or the Government of Manitoba as a statutory holiday

provided that where any of the said days except Remembrance Day fall on a Saturday, the preceding working day shall be observed as the holiday in lieu thereof and where any of the said days except Remembrance Day fall on a Sunday, the first working day following the holiday shall be observed as the holiday in lieu thereof.

02 The Society's offices shall be closed at one o'clock in the afternoon on December 24 when that day is a normal working day and this day shall be considered as a full working day for the purposes of calculation.

03 Where the thirty-first day of December falls on a day other than Saturday or Sunday, the Society's offices shall be closed at five o'clock in the afternoon on that day.

04 An employee is entitled to pay for a holiday on which he does not work provided:

(a) he has earned wages with the Society for part or all of at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday;

(b) he did not fail to report for work after having been called to work on the day of the holiday; except where the employee is terminated for disciplinary reasons or laid off or is ill; and

(c) he does not absent himself from work without the employing authority's consent either on the regular working day immediately preceding or following the holiday, unless his absence is by reasons of established illness.

05 An employee who is otherwise entitled under this Article to pay for a holiday on which he has not worked shall receive pay whether or not he is on the payroll at the time of the holiday, unless the employee has prior to or on the day of the holiday voluntarily terminated his employment.

06 If an employee who is not entitled to pay for a holiday that falls on a regular working day for reasons as outlined in Section 04 does work on the holiday, he shall be paid wages equivalent to one and one-half (1-1/2) times his regular rate for the time worked on that day.

07 If an employee who is entitled to pay for a holiday is required to work on the holiday when it is not a regular scheduled working day, he shall, in addition to the regular holiday pay, be compensated at time and one-half (1-1/2x) for all hours worked, or be granted compensatory leave for such hours worked at the rate of one and one-half (1-1/2) hours for each additional hour worked. Such time should not be deliberately accumulated. If suitable compensatory time-off cannot be agreed upon within thirty (30) days of the holiday, the employee shall be paid for such hours worked at the applicable rate.

ARTICLE 20 - EDUCATIONAL LEAVE

01 Educational leave practices shall be as set forth from time to time in the regulations under The Civil Service Act with respect thereto. The Association may express its view with respect to the educational leave practices in accordance with the provisions established for the Labour Management Committee.

02 Where operational requirements permit, the employing authority may grant leave of absence with or without pay to Association members for the purposes of attending at conferences and seminars. Attendance at conferences and seminars by employees within the bargaining unit shall be subject to the budgetary constraints placed on the Society and will be referred to the Labour Management Committee for discussion and allocation.

ARTICLE 21 - RECOGNITION OF ASSOCIATION

01 The Government recognizes the Association as the sole and exclusive bargaining agent for those employees within the bargaining unit as set forth in Article 3 herein and such further and other classifications as may be agreed upon by the parties during the currency of this Agreement or any extension thereof.

02 There shall be no discrimination against any member of the Association because of his or her participation in lawful Association activities.

ARTICLE 22 - ASSOCIATION BUSINESS

01 The Association agrees to supply the employing authority with the names of its representatives authorized to represent the Association at meetings with the employer, and similarly the employer shall supply the Association with a list of the personnel authorized to represent the Society in meetings with the Association. Both parties agree to provide each other with revisions to their authorized representatives as they may occur.

02 Time off to attend to Association business shall be granted without loss of earnings on the following basis:

(a) One Association representative and grievor for time spent processing written grievances in accordance with the Grievance Procedure including arbitration proceedings.

(b) Three Association representatives for time spent with representatives of the Society and Government during negotiations of a collective agreement.

(c) At the discretion of the employing authority, additional leave of absence during working hours may be granted to members of the Association for the purpose of attending to Association business.

ARTICLE 23 - ACTING STATUS

01 Where the employing authority concerned certifies that a person employed in one position has temporarily taken over and has continued to perform for thirty (30) or more consecutive working days, the full duties and responsibilities of some other position having a higher grade of pay, he shall be appointed temporarily to that other position with acting status and shall be paid at the rate of pay for that other position from the date of taking over the duties and responsibilities of that other position until the temporary appointment is revoked; and upon the temporary appointment being revoked he shall, unless he is appointed or promoted to some other position, revert to his original position and be paid the rate of pay for his original position that he would be paid if he had never held the temporary appointment.

02 Selection of any employee for temporary appointment to a position with acting status under Section 01 shall be based on the principles set out in The Civil Service Act with respect to promotions.

ARTICLE 24 - PROBATION

01 An Employee shall, upon appointment, be on probation for a period of twelve (12) months except where an employee is appointed immediately following completion of his Articles with the Legal Aid Services Society in which case he shall be subject to a six (6) month probation period. At any time during the probationary period, he may be rejected by the employing authority and notwithstanding any provision of this Agreement, there shall be no appeal against such rejection.

02 An employee rejected by the employing authority during the probationary period shall be given eight (8) weeks notice of rejection. This period of notice does not apply to probationary employees terminated for disciplinary reasons.

ARTICLE 25 - LABOUR MANAGEMENT COMMITTEE

01 In recognition of the mutual benefits to be derived from joint consultation, the parties agree to the establishment of a Labour Management Committee to be comprised of three (3) employee representatives as determined by the Association together with equal representation from the Society as determined by the employing authority. The Committee shall meet and consult on all matters of common interest to the parties. The appointees of the respective parties to the Committees shall be named within one month of the signing of this Agreement and notice thereof shall be given to the other party.

ARTICLE 26 - TRANSFER OF EMPLOYEES

01 Where an employee is to be transferred from one Legal Aid Office to another Legal Aid office within the same city or town, the employee shall be consulted prior to the decision being made on the proposed transfer and following the consultation, the decision of the Society shall be binding.

ARTICLE 27 - PERSONNEL FILES

01 Upon the written request of the employee, the personnel file of that employee shall be made available once per year for his examination in the presence of an authorized representative of the Society.

02 Where a written evaluation of an employee's performance is made, the employee concerned shall be given the opportunity to sign the evaluation form to indicate that the contents have been read. The employee shall be given the opportunity to place his own comments on the evaluation form.

ARTICLE 28 - RECRUITMENT AND APPOINTMENT

01 The selection of individuals by the Society for vacant or new positions shall be on the basis of ability, prior work experience and performance and seniority. Where ability and work experience and performance are equal, seniority with the Society shall be the determining factor.

02 Where a vacant position in the bargaining unit is to be filled, the employing authority agrees to post notice of such vacancy at all law centres.

ARTICLE 29 - DUES CHECK-OFF

01 (a) During the term of this Agreement, employees within the bargaining unit shall pay to the Association, by payroll deduction, an amount equal to the regular bi-weekly membership dues of the Association or such lesser amount as may be determined by the Association as representing the per capita cost of negotiating and administering the Agreement. For new employees, the payroll deduction of the amount as set out above shall become effective on the first day of the full bi-weekly pay period following the date of appointment.

(b) The Association agrees to indemnify and save the Government harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by Government.

02 The Government shall not be required to deduct current or retroactive dues for or during any period that employees refuse to work, or in the event of an illegal work stoppage, or for any similar job actions.

ARTICLE 30 - GENERAL PROVISIONS

01 The parties hereto agree that the following provisions shall continue to be recognized during the term of this Agreement:

(a) The existing Government regulations with respect to the payment of Remoteness Allowances;

(b) The existing Government policy with respect to the payment of Mileage Allowance for the use of privately owned vehicles;

(c) The existing Government policy with respect to payment as a result of Loss or Damage to Personal Effects;

(d) The existing government policy with respect to Travelling and Related Expenses;

(e) The existing practice of the Legal Aid Services Society with respect to payment of Law Society fees, Liability Insurance, and Parking at an employee's place of employment;

(f) The existing practice of the Legal Aid Services Society with respect to Transfer of Employees from one city or town to another city or town.

02 The employing authority may grant leave of absence without pay to employees. Where a request has been denied by the employing authority, the matter may be referred to the Personnel Committee of the Board whose decision thereon shall be final.

ARTICLE 31 - LAY-OFF AND RECALL

01 Subject to consideration of respective merits, abilities and records of performance of the employees concerned, in determining the order of laying off employees, consideration shall be given to the service seniority of the employees in the classification from which employees are being laid off.

02 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay off, seniority shall be appled in the following manner:

a) For the purpose of this Article there shall be two (2) classifications - Supervising Attorneys and Attorneys;
b) A Supervising Attorney who is about to be laid off may displace another Supervising Attorney providing he is qualified to perform the work and providing:
   i) the employee about to be displaced has less seniority in the Supervising Attorney classification;
   ii) the Supervising Attorney about to be displaced or laid off with less seniority in the Supervising Attorney classification may choose to displace an Attorney with less service seniority providing he is qualified to perform the work;
c) An Attorney about to be laid off may displace any Attorney with less seniority providng he is qualified to perform the work;

03 Employees who are laid off shall be recalled to work in the reverse order of seniority providing they are qualified to perform the work.

04 New employees shall not be hired until those laid off have been given an opportunity of recall.

ARTICLE 32 - DENTAL PLAN

01 The parties agree to the continuation of the Dental Services Plan. The contents of the Plan shall be as agreed upon by the parties in a separate Memorandum of Agreement.

ARTICLE 33 - LONG TERM DISABILITY PLAN

01 The parties agree to the continuation of the Long Term Diability Plan which may be amended by the government from time to time during the term of this Agreement.

In witness whereof the Minister Responsible for the Civil Service has hereunto set his hand for, and on behalf of, Her Majesty the Queen in Right of the Province of Manitoba and the Chairman of the Board of Directors of the Legal Aid Services Society has hereunto set his hand for, and on behalf of, the Legal Aid Services Society of Manitoba, and the President of the Legal Aid Lawyers' Association has hereunto set his hand for and on behalf of the Legal Aid Lawyers' Association.

Witness

Witness

Witness

Hon. Al Mackling
Minister Responsible for the
Civil Service

Chairman, Board of Directors,
Legal Aid Services Society of
Manitoba

President of the Legal Aid
Lawyers' Association

APPENDIX "A1"

SALARY SCHEDULE

EFFECTIVE SEPTEMBER 28, 1985 THROUGH SEPTEMBER 26, 1986

Attorney

23,187	25,040	28,634	30,487	33,476	34,100	37,277	40,700
888.85	959.90	1097.65	1168.70	1283.25	1307.18	1428.98	1560.20
12.26	13.24	15.14	16.12	17.70	18.03	19.71	21.52
43,764	46,526	48,568	50,668	52,880	55,131	57,155	
1677.65	1783.50	1861.80	1942.28	2027.10	2113.38	2190.95	
23.14	24.60	25.68	26.79	27.96	29.15	30.22	

Supervising Attorney

48,568	50,668	52,880	55,131	57,155	59,273
1861.80	1942.28	2027.10	2113.38	2190.95	2272.15
25.68	26.79	27.96	29.15	30.22	31.34

APPENDIX "B"

ATTORNEY

This is the normal working level for Legal Aid Attorneys. Experience assessed as equivalent, gained in another government jurisdiction or in private practice, may be credited for hiring into this level.

SUPERVISING ATTORNEY

This is a senior and supervisory level for attorneys who, in addition to their regular duties, are responsible for the administration of a Community Law Centre or Department of the Society. Positions at this level are allocated solely on the basis of the administrative and/or supervisory nature of the function performed.

APPENDIX A2

GENERAL PAY ADJUSTMENT

Effective September 27, 1986 the rates of pay in the pay plan (Appendix A1) will be increased by a General Pay Adjustment to be determined as follows:

1) Calculate the Total Percentage (%) Change on the Winnipeg Consumer Price Index (CPI) All Items as determined by Statistics Canada for the 12 month period from October 1985 to September 1986. The Total % Change is the sum of the percent changes in each of the 12 months in the perid.

Total % = % Change in Index + Nov. '85 + ... + Sept. '86
Change from Oct. '84 to Oct. '85 Nov. '84 Sept. '85

2) Calculate the Average Percentage (%) Change by dividing the Total % Change by 12. Round to nearest tenth (1/10th) of a percent.

3) The General Pay Adjustment (GPA) will consist of two components:

   a) a percentage component and (b) a dollar component.
   b) Calculate the percentage component of the General Pay Adjustment by dividing the Average Percentage Change by 2.
   c) Calculate the dollar portion of the General Pay Adjustment by applying the percentage component to a bi-weekly salary of $1,000.00. (The bi-weekly salary of $1,000.00 will be used for the purposes of calculation even though this may not be reflective of an actual salary in the pay plan.)

4) The hourly rates in the pay plan will be increased by:

   a) applying the percentage component of the GPA.
   b) then applying the dollar component of the GPA.
   c) rounding to the nearest cent.

NOTE: The hourly rates in the pay plan are for benefit calculation only.

MEMORANDUM OF AGREEMENT

SUBJECT: Dental Plan

The parties agree to change the existing Dental Plan in accordance with the following:

(1) Effective May 1, 1985, and limited to dental work performed on or after that day, the basis for payment of for covered services shall be changed from the 1984 Manitoba Dental Association Fee Schedule to the 1985 Manitoba Dental Association Fee Schedule.

(2) Effective the latter of January 1, 1986 or effective the effective date of the 1986 Manitoba Dental Association Fee Schedule and limited to dental work performed on and after that date, the basis of payment for covered services shall be changed from the 1985 Manitoba Dental Association Fee Schedule to the 1986 Manitoba Dental Association Fee Schedule.

(3) Effective the latter of January 1, 1987 or effective the effective date of the 1987 Manitoba Dental Association Fee Schedule and limited to dental work performed on and after that date, the basis of payment for covered services shall be changed from the 1986 Manitoba Dental Association Fee Schedule to the 1987 Manitoba Association Dental Fee Schedule.

(4) Effective May 1, 1985 and limited to dental work performed on or after that date, orthodontics coverage will be provided on the basis of the following:

a) coverage is limited to 50% of allowable expenses.

b) coverage is limited to a lifetime maximum of one thousand, two hundred dollars ($1,200.00) per eligible dependent child up to and including age seventeen (17).

On Behalf of the Legal Aid Lawyers Association

On Behalf of the Legal Aid Services Society

On Behalf of the Government of Manitoba

Witness

Witness

Dated this 20th day of December, 1985.

MEMORANDUM OF AGREEMENT

SUBJECT: Lay-Offs

The Government agrees that for the duration of the Collective Agreement between the parties, which will expire on September 25, 1987, that there will be no lay-off of any Attorney in a permanent position.

On Behalf of the Legal Aid Lawyers Association

On Behalf of the Legal Aid Services Society

On Behalf of the Government of Manitoba

Witness

Witness

Dated this 20th day of December, 1985.

MEMORANDUM OF AGREEMENT

SUBJECT: Vacation

(1) The parties hereto agree that effective April 1, 1985 employees will receive five twelfths (5/12) of a days vacation per complete month of service in the 1984-85 vacation year.

(2) Employees shall have until December 31, 1986 to take the vacation days as described in (1) above. Vacation days not taken by this time will not be cashed out nor carried over beyond the aforementioned date.

(3) Such vacation described in (1) above shall be in addition to any vacation to which an employee may be eligible under Section 13:02 of the Collective Agreement between the parties.

(4) Such vacation will be pro-rated for part-time employees on the basis of each period of accumulated service.

(5) The parties hereto further agree that changes to Article 13:02 from the 1982-84 Collective Agreement between the parties shall become effective April 1, 1985.

On Behalf of the Legal Aid Lawyers Association

On Behalf of the Legal Aid Services Society

On Behalf of the Government of Manitoba

Witness

Witness

Dated this 20th day of December, 1985.

MEMORANDUM OF AGREEMENT

SUBJECT: Deferred Salary Leave Plan

The parties hereto agree that the terms and conditions of the Government of Manitoba Deferred Salary Leave Plan shall apply to members of the Legal Aid Lawyers Association bargaining unit on the condition that a positive tax ruling with respect to the inclusion of the members of the bargaining unit in such plan is given by Revenue Canada.

In the event a positive tax ruling is received from Revenue Canada, the Deferred Salary Leave Plan shall come into effect the first bi-weekly pay period following the date of such notice from Revenue Canada.

On Behalf of the Legal Aid Lawyers Association

On Behalf of the Legal Aid Services Society

On Behalf of the Government of Manitoba

Witness

Witness

MEMORANDUM OF AGREEMENT

SUBJECT: Pay Plan

The parties hereto agree that the pay plan contained in the collective agreement covering the period March 20, 1982 to September 28, 1984 shall remain in full force and effect for a further period of one year, and shall terminate on September 28, 1985, at which point in time the pay plan Appendix "A1" contained in the 1984-87 collective agreement between the parties shall be implemented.

The parties further agree that the terms and conditions of the implementation of the "1982-84" Pay Plan" shall remain in full force and effect for Attorneys hired before September 28, 1985.

The rates of pay for such attorneys, effective September 28, 1985, are:

18 Months	-	37,599
		1,441.30
		19.88
24 Months	-	39,396
		1,510.18
		20.83
Attorney "A"	-	41,003
		1,571.80
		21.68
Attorney "B"	-	43,140
		1,653.73
		22.81

The parties further agree that the Attorneys who shall remain in the accerlated increment program are: (1982-84 pay plan)

Michael D. Paluk
Dianne Dzydz
Heather R. Pullan
Malcolm McDonald
William Dunn
Judith Elliott
Theresa Wakeham

On Behalf of the Legal Aid Lawyers Association

On Behalf of the Legal Aid Services Society

On Behalf of the Government of Manitoba

Witness

Witness

Dated this 20th day of December, 1985.